

## MATERNAL AND CHILD HEALTH BLOCK GRANT PROVISIONS

This contract's funding consists of Federal block grant monies. The Contractor shall not use such funds in a manner not in accordance with the Maternal and Child Health Services Block Grant legislation at 42 U.S.C. Section 701 et seq., and the Contractor assures that no block grant funds shall be used to:

1. Provide inpatient services, other than inpatient services provided to children with special health care needs or to high-risk pregnant women and infants and such other inpatient services as the Secretary of the U.S. Department of Health and Human Services (HHS) may approve in writing. (The use of block grant funds provided through this contract to provide permitted inpatient services shall be limited to those services specifically set forth in this contract's work statement and/or budget);
2. Make cash payments to intended recipients of health services;
3. Purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling if provided for in the line item budget of this contract) any building or other facility, or purchase major medical equipment. (No minor equipment may be purchased unless the line item budget specifically provides for such purchase);
4. Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds;
5. Provide funds for research or training to any entity other than a public or nonprofit private entity; or
6. Pay for any item or service (other than an emergency item or service) furnished by an individual or entity or at the medical direction or on the prescription of a physician during the period when the individual, entity, or the physician is excluded under subchapter V (Maternal and Child Health Services Block Grant, 42 U.S.C. Section 701 et seq.), subchapter XVIII (Medicare, 42 U.S.C. Section 1395 et seq.), subchapter XIX (Medicaid, 42 U.S.C. Section 1396 et seq.), or subchapter XX (Block Grants to States for Social Services, 42 U.S.C. Section 1397 et seq.) of Chapter 7 of the Social Security Act pursuant to 42 U.S.C. Sections 1320a-7, 1320a-7a, 1320c-5, or 1395u(j)(2).
  - These sections forbid the use of block grant funds to pay for any item or service provided by an individual or entity, or at the medical direction or on the prescription of a physician, when the Secretary of HHS has excluded such individual, entity, or physician from the right or privilege to participate in or receive funds through the programs of Titles V, XVIII, XIX, or XX. Exclusion necessarily results, or may result, from such events generally (non-inclusive) as the following: conviction for criminal offenses, including fraud, or patient abuse or neglect, under federal or state health care programs; conviction relating to obstruction of investigations; convictions relating to controlled substances; license revocation or suspension; submission of claims for excessive charges or unnecessary services; failure to disclose certain information required or requested by HHS or state agencies; default on health education loans or scholarships; filing improper claims for medical payments; or violation of certain Medicare requirements.
  - In entering into this contract and by invoicing for or accepting payment hereunder, the Contractor assures that the Contractor is not in a state of exclusion per notice from HHS, and that no contract funds have been or shall be utilized to pay any individual or entity, whether the Contractor's employee, subcontractor, or otherwise, as prohibited by 42 U.S.C. Section 704(b) or this contract.
  - The Contractor shall immediately provide written notice to the Pennsylvania Department of Health (DOH) of any exclusion notice from HHS which exclusion is effective at any time during the term of this contract. Exclusion of the Contractor by HHS shall constitute a material breach and shall automatically terminate the contract as of the effective date of the exclusion.
  - The Contractor shall be liable for repayment of any contract funds either accepted by the Contractor for services or items while the Contractor is in a state of exclusion by HHS or utilized by the Contractor to pay for any item or service contrary to the requirements of 42 U.S.C. Section 704(b) of this contract.

The Contractor assures that under this contract it and any subcontractors shall cooperate fully with the Commonwealth to enable it to comply with any reporting, audit, or fiscal requirements imposed under 42 U.S.C. Section 706.

The Contractor assures that should the federal government conduct any investigation or should the Department be a party to any hearing under 42 U.S.C. Section 706, that the Contractor and any subcontractors shall cooperate in general with the Commonwealth in such investigation or hearing (prior to and during the time of such hearing) and specifically shall make available for examination and copying by the Commonwealth, the U.S. Department of Health and Human Services, or the Comptroller General of the United States, documentary records required by 42 U.S.C. Section 706(d)(1).